	The Second Construction Co, LTD of China Construction Third Engineering Bureau LOCAL PURCHASE ORDER - LPO	Doc. #	LPO-JVCOFC
		Date	1-6-2020

Project: Akoya Oxygen Villas N2 Cluster, Dubai, UAE

Date: June, 01, 2020	LPO No.: HW-DBAO-LW-065
M/s: Pronet International Technical Services	Attn: Mr. Mohammad Ehsan
P.O. Box: 11129, Dubai, UAE	Mob: +971 55 639 2207
From: The Second Construction Co, LTD of China Construction Third Engineering Bureau (Dubai Branch) CSCEC TRN: 100321572800003	TRN: 100288861600003

项目: 迪拜 Akoya Oxygen 别墅项目 N2 地块

1. **Itemized cost:** The itemized cost of the Repair work and Site safe and civilized construction Work and plaster work is as follows:

SN	Description	Unit	QTY (provisional)	RATE	AMOUNT
I	Sporadic Work for site				
1	Internal Raft Hole block (Block and Plaster work) 别墅内部顶部管阀管封堵(砌筑及抹灰工程)	PCS 个	1200	260.0	312,000
2	Roof Raft Repair Hole block (Block and Plaster work) 别墅屋面管井管阀管封堵(砌筑及抹灰工程)	PCS 个	3000	150.0	450,000
3	Switch Area Shape Correction 开关盒封堵	PCS	6000	5	30,000
II	现场文明施工 House Keeping work	m ² /day m ² /天	1,300,000	1	1,300,000
	小计				2,092,000
	VAT (5%)				104,600
	合计				2,196,600

Noted: In this LPO, the "Subcontractor" is Pronet International Technical Services ; "Contractor" is The Second Construction Co, LTD of China Construction Third Engineering Bureau (Dubai Branch); The Employer is Front Line Investment Management LLC; Engineer is Engineering Consortium Consulting Engineers.

注意: 在本 LPO 中, "分包商"指的是 Pronet International Technical Services , "承包商"指的是中建三局



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二公司,“业主”指的是 DAMAC 前线发展公司, 工程师指的是工程顾问工程师协会

Further to Subcontractors quotation and subsequent discussion regarding the captioned work, the Subcontractor agreed with the Main Contractor to carry out and complete all the Repair work and Site safe and civilized construction works, which shall include apply, completion, guarantee, maintenance of Repair work and Site safe and civilized construction Works, for the above mentioned works all in accordance with the Main Contract Specifications & Drawings issued for construction, other main contract documents, Main Contractor's requirements and Bill of quantities.

根据分包商于的报价以及随后关于上述工作的讨论, 分包商同意与总包商开展并完成包括消缺工程以及现场安全文明施工域工程的安装、竣工、保证、维修在内的所有工作, 上述工作均按本合同规定的主要合同规范及施工图纸、其他主要合同文件、总包要求及工程量清单进行施工。

The quantities as stated in the Bill of Quantities are provisional and are subject to re-measurement, for the final quantity and duration will be confirmed by Main contractor, and the specific amount is subject to the actual situation on site, In case of any discrepancy, the quantity of the drawing shall prevail.

工程量表所列的工程数量是临时的, 并须重新计量, 最终数量及工期由中建三局二公司迪拜分公司确认, 具体费用以现场实际为准, 如有意义, 以图纸数量为准。

All unit rates are fixed and valid throughout the completion of Sub-Contract. The unit rates stated includes all costs and expenses necessary for the execution and completion of the works. Such costs and expenses shall extend to, but not be limited to:

所有的单价都是固定的, 并在整个分包合同完成期间有效。所述单价包括工程施工和竣工所需的一切费用和开支。该等费用和开支应延伸至但不限于:

1.1 Administrative, wages of workers, worker visas, flight tickets, food, insurance and medical, offsite accommodation, transportation to and from site; The subcontractor shall be responsible for any costs, fines, etc incurred in connection with the visa issue, the contractor shall bear no such expenses

行政、工人工资、工人签证、机票、食品、保险和医疗、非现场住宿、往返现场的交通、因签证问题产生的任何费用、罚款等应由分包商负责, 承包人不承担任何费用


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1.2 Provision of Personal Protective Equipment (PPE) for works;

为工程提供个人防护装备;

1.3 Provision of hand tools and small electrical equipment

提供手动工具和小型电动设备

1.4 Financial charges and any taxes/levies payable by Sub-Contractor;

分包商应支付的财务费用和任何税费;

1.5 Profit and overheads;

利润和开销;

1.6 Compliance with project QA/QC and Safety Requirement;

遵守项目质量保证/质量控制和安全要求;

1.7 Overtime work and night shift work;

加班和夜班工作

1.8 scaffolding erecting(If have,only labour)

脚手架安装 (仅工人)

1.9 Cutting Repair work and Site safe and civilized construction Works

砖切割工作

No adjustment to the Unit Rate will be allowed for any fluctuations in the cost of labor, materials, equipment and/or services, taxes, interest, levies, etc. that may occur during the original or extended Contract Period.

在原合同期间或延长合同期间，劳动力、材料、设备和/或服务的成本、税收、利息、征费等方面的任何波动，均不允许调整单价

2. Commencement Date: The specific work time will be subject to the Akoya Oxygen Project's actual demand time

开工日期：具体时间由 Akoya Oxygen 别墅项目现场实际需求时间为准



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3.1 Subcontractor shall appoint a competent full-time site representative who shall act on behalf of the Subcontractor.

分包商应指定一名合格的全职现场代表，代表分包商行事。

3.2 Subcontractor expressly agreed to increase their workforce to work overtime as when required by the Main Contractor from time to time in order to keep pace with the Master Programme Schedule and to facilitate the uninterrupted progress of the other works.

分包商方明确同意，在总包商不时要求的情况下，增加员工加班，以配合总包商的进度，并促进其他工程的顺利进行。

4.Scope of Works/工作范围：

4.1 The work scope includes **Supply of Labors and Tools for Execution of Repair work and Site safe and civilized construction Work** as described in the **BOQ**. And the work scope also include to execution all Repair work and Site safe and civilized construction work instructions issued by the Main Contractors, Engineer and Employer from time to time. All the Repair work and Site safe and civilized construction work should in compliance with Main Contract Terms and Conditions, Drawings, Project and Technical Specification, all jurisdictional authorities requirements, local and international codes and standards. All such aforesaid requirements and instructions required to be performed by the Main Contractor under the Main Contract shall mutatis be applicable to and to be performed by the Subcontractor.

工作范围包括为完成 BOQ 中所述的消缺工程以及现场安全文明施工域工作提供劳动力和工具，以及完成本分包合同所需的任何其他工作。工作范围还包括执行总承包商、工程师和雇主不时发出的所有消缺工程以及现场安全文明施工域工作指令。所有消缺工程以及现场安全文明施工域工作应符合主要合同条款和条件、图纸、工程和技术规范、所有管辖部门的要求、当地和国际规范和标准。在主合同项下，所有上述要求和指示均应比照适用于分包商，并由分包商执行。

4.2 The Subcontractor shall in accordance with the approved shop drawing, Specification of Main Contract execute, complete and maintain the Sub-Contract works to achieve the best workmanship and standard which should meet Consultant, Client and relevant government regulations.

分包商应按照经批准的施工图、主合同规范执行、完成和维护分包工程，以达到项目质量保证 (QA)

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质量控制(QC)要求的最佳工艺和能满足监理业主以及相关政府规定的质量标准。

The aboved materials and fixing gun is provided by the main contractor,the Subcontractor should save material,reduce wastage,If the quantity wasted exceeds 5% of the Drawing calculation quantity (Does not include the number of secondary construction) , the subcontractor shall pay the amount of wasted materials, which shall be deducted from the progress payment

以上材料和固定枪由主要承包商提供,分包商应节约材料 ,减少浪费 ,如浪费数量超过图纸计算数量(不包含二次施工的数量) 的 5% , 分包商应支付材料浪费金额 , 并由承包商从进度款中扣除

4.5 The Subcontractor is deemed to have fully acquainted himself as to the extent and conditions of the Sub-Contract Works involved and facilities provided by the Main Contractor.

分包商被视为已充分了解所涉及分包合同工程的范围和条件 , 以及主承包商提供的设施。

4.6 The Sub-Contractor is to ensure the Sub-Contract works must have the prior approval of Engineer and / or Employer and/or Authority.Any loss and/or rectification due to failure in obtaining the official confirmation will be borne by the Sub-Contractor. The Sub-contractor to comply any local Authority requirement

分包商应确保分包工程必须事先得到工程师和/或雇主和/或当局的批准.由于未能获得正式确认而造成的任何损失和/或纠正将由分包商承担.分包商必须遵守当地政府的要求。

4.7 The Sub-contractor is liable to carry out rectification/repair works for any defective work, which is not complying to the Project Specification.

分包商有责任对不符合工程规格的任何有缺陷的工程进行纠正/修理。

4.8 The subcontractor shall transport construction waste of the Repair work and Site safe and civilized construction work to the contractor's designated point (One villa, one designated point).

分包商将消缺工程以及现场安全文明施工工程产生的建筑垃圾从运输到承包商指定地点(一栋别墅 ,一个指定地点)

4.9 The cost of Idleness shall be borne by the subcontractor

窝工费用由分包商自己承担



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5. Payment Terms:

5.1 Subcontractor is responsible to provide the below listed documents every month ending: *Tax Invoice: 1 original 1 copy*delivery note: 1 originals +1 copy; *Certification of quality and origin: original +1 copy. All copies should be originally signed and stamped.

每月底分包商有责任提供以下文件：税务发票原件一份，送货单原件一份，送货单复印件一份。质量证明文件原件一份，质量证明复印件一份。所有复印件需分包商签字盖章。所有副本均应原始签名盖章。

5.2 The subcontractor shall submit the work amount with progress shop drawing of last month before the 5th of each month, The contractor shall confirm the quantity within 5 days after the subcontractor submits the relevant documents, then the subcontractor should submit tax invoice within 2 days, the contractor will make payment within 30 days after the subcontractor submits the invoice

分包商应在每月5日之前提交上个月的工程量与进度图，承包商在分包商提交的相关文件后的5天内确认数量，然后分包商应在2天内提交税务发票，承包商在分包商提交发票后30天内进行付款。

6. Completion:

Subcontractor shall plan, programme and complete the Repair work and Site safe and civilized construction works to the Employer/Consultant and the Main Contractor reasonable satisfaction all in accordance to Main Contractor's work schedule/ programme of the overall project works.

承建商须按照总承包商对于整体工程的工作进度/计划，为发包人/顾问及总承包商策划、策划及完成消缺工程以及现场安全文明施工域工程。

Subcontractor shall be deemed to have full knowledge of the work programme of the Main Works and have understood that the progress of Main Works cannot be ascertained at the time of the execution of the Sub-Contract.

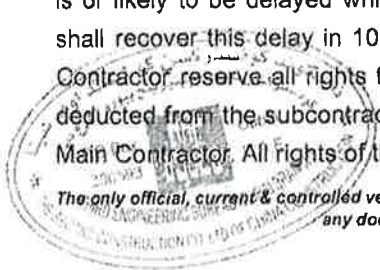
分包商应被视为对主要工程的工作方案有充分的了解，并在分包合同签订时已了解不能确定主要工程的进度。

Subcontractor is to be fully clear that the Main Contract Master Programme is subject to change. In the event that there is an extension of time granted to the Main Contractor, Subcontractor shall not be entitled to claim any extra cost due to the prolonged construction period.

分包商必须完全清楚，主合同总计划可能会发生变化。如果给总承包人的工期延长，分包商无权因工期延长而要求额外的费用。

Notice of delay will be given by the Main Contractor as soon as it is apparent that Subcontractor is or likely to be delayed which caused by Subcontractor in order to mitigate the delay Subcontractor shall recover this delay in 10 days. If in the event the subcontract works has been delayed, the Main Contractor reserve all rights to reduce/ de scope this subcontract works and all costs incurred will be deducted from the subcontractor. The subcontractor shall have no claims at all whatsoever against the Main Contractor. All rights of the subcontract are absorbed by them.

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一旦发现分包商明显或有可能因分包商的原因造成工程延期，主承包商将立即发出延期通知，以减轻延期。分包商应在 10 天内收回此延迟。如果分包工程被推迟，主承包商保留减少/终止本分包工程范围的所有权利，所产生的所有费用将从分包商中扣除。分包商不得向总承包商提出任何索赔。分包合同的所有权利均由他们承担。

At any time or any milestone during the execution of this contract , if the main contractor believes that the subcontractor cannot complete the project according to the established objectives, it will officially notify the subcontractor of the withdrawal of the subcontract, and the subcontractor shall not have any objection, and all losses caused by Subcontractor, the main contractor has the right to claim for subcontractor.

在本次合同执行的过程中的任何时间以及节点，若总包方认为分包无法按照既定目标完成工程时，将会正式邮件通知分包退场，分包不得有异议，因此造成的所有损失由分包承担，总包方有权对于分包进行索赔。

If due to the quality of the Repair work and Site safe and civilized construction wall,lead to not get approved from consultant,The subcontractor shall be liable for all losses arising therefrom,The specific cost will be deducted from the progress payment by the contractor.The quality problem should be solved in three days.

如果由于消缺工程以及现场安全文明施工施工的质量问题，导致未得到监理的批准，分包商应承担由此产生的全部损失，具体费用将从承包商的进度付款中扣除。并应该在三天内解决质量问题。

The subcontractor acknowledges and agrees that this contract covers all masonry works on site N2,if any increase or decrease is required, a new contract will be signed in accordance with the terms of this contract without objection by the subcontractor.

如果需要增加或减少，分包商将按照本合同条款签订新合同，不得提出异议

7. Insurance Policies 保险

The Sub-Contractor shall provide Compensation insurance for his workman and construction plant and machinery for this project. The Sub-Contractor is also advised to provide enough insurance coverage in respect of the risk and liability in the execution of Sub-Contract works.

分包商应为其本工程的工人、建筑设备和机械提供赔偿保险。此外，我们亦建议分包商为执行分包工程的风险及责任提供足够的保险。

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8. Government Law/政府法律 :

This Agreement shall be construed, interpreted and applied following the laws of the United Arab Emirates without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in the United Arab Emirates.

本协议应按照阿拉伯联合酋长国法律解释、解释和适用，而不考虑法律选择原则。本协议各方的所有义务均可在阿联酋强制执行。

Subcontractor shall comply with all laws, ordinances and regulations relating to the manner of doing the work or to the use of the material at the job site, and shall provide safe working conditions for his employees, other employees and the public.

分包商应遵守与工地工作方式或材料供应有关的所有法律、条例和规章，并为其雇员、其他雇员和公众提供安全的工作条件。

The Sub-contractor must have a valid Trade License and be registered with the appropriate local Authority to perform the Works as set out in the Tender Documents.

分包商必须持有有效的营业执照，并在适当的地方当局登记，以执行招标文件中所列的工程。

Sub-Contractor and Main Contractor respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Agreement. The benefits and burdens of this Agreement are, however, assignable by Employer/Engineer.

分包商和总包商应各自约束自己、其合作伙伴、受让人以及对方的法律代表遵守本协议的条款和条件。



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Yours faithfully,

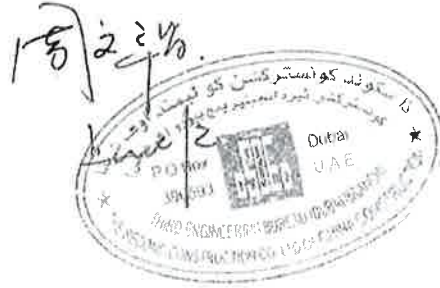
For and on behalf

The Second Construction Co., LTD of China Construction 3rd Engineering Bureau (Dubai Branch)

Project Manager

Signature:

Date:



For and on behalf

Pronet International Technical Services

Signature:

Name:

Date:



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